

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

HARTFORD FIRE INSURANCE
COMPANY,

Plaintiff

v.

EASTERN CONTRACTORS, INC.,

Defendant

CIVIL ACTION NO. 03-12502-NMG

EASTERN CONTRACTORS, INC.,

Third Party Plaintiff

v.

CITY OF LAWRENCE, CITY OF FALL
RIVER and FREETOWN/LAKEVILLE
REGIONAL SCHOOL DISTRICT,

Third Party Defendants

JOINT MOTION FOR CONTINUANCE OF TRIAL

The Plaintiff, Hartford Fire Insurance Company ("Hartford"), Defendant, Eastern Contractors, Inc. ("Eastern"), and Third-Party Defendant, City of Lawrence ("Lawrence"), jointly move for a continuance of the jury trial that is presently scheduled for February 5, 2007 until March 12, 2007. Eastern and Hartford had previously undertaken mediation of the claims and disputes involved in this case in March of 2005. Such Mediation was unsuccessful principally because of unresolved legal issues raised by Hartford which it believed may give a complete defense to claims arising from 3 of the 7 large public construction projects involved in the surety bond claims involved in

this case. An earlier scheduling conference order in this case contemplated a Summary Judgment which was submitted on those issues and also contemplated a further session with a private Mediator depending upon the outcome of the Summary Judgment motion.

Hartford's Summary Judgment motion was denied by the Court in February 2006, and the City of Lawrence filed a Summary Judgment which is currently awaiting disposition. Counsel for Eastern and Hartford have been in contact with the Mediator (Attorney John Spignesi), who conducted the first day of Mediation, to schedule the second Mediation session previously contemplated which is expected to be completed on or before January 31, 2007.

The financial circumstances of Eastern Contractors, Inc. have changed significantly in the past several months. It has ceased performance of any current construction work and believes its resources would be better devoted to the pursuit of mediation which will also likely conserve judicial resources and promote settlement. Permitting a brief continuance will allow the parties to focus on the mediation and permit adequate opportunity for any necessary consultation and concurrence with other interested persons.

All Parties are amenable to this brief enlargement of time and expect that if Mediation is unsuccessful that trial will commence on the date chosen by the Court.

Respectfully submitted,
Eastern Contractors, Inc.,
By its attorneys,

/s/ Edward J. Quinlan
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Respectfully submitted,
Hartford Fire Insurance Company,
By its attorneys,

/s/ Eric H. Loeffler
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Phone: 617-213-7000

Dated: January 18, 2007

Respectfully submitted,
City of Lawrence,
By its attorneys,

/s/ Doreen M. Zankowski
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CERTIFICATE OF SERVICE

I, Edward J. Quinlan, attorney for the Defendant, Eastern Contractors, Inc., do hereby certify that I have this date, January 18, 2007, served a copy of the foregoing document by first class mail, postage prepaid, on the above counsel of record.

/s/ Edward J. Quinlan
Edward J. Quinlan, Esq., BBO# 409060